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15
 16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA

18 AARON C. STEVENSON, KEVIN D.
 TAYLOR, KEVIN W. SMITH, AUDRY LEE,
 19 and KIRK W. RICHARDSON,

Case No. C11 4950 MMC

STIPULATED PROTECTIVE ORDER

20 Plaintiffs,

21 vs.

22 THE CITY AND COUNTY OF SAN
 FRANCISCO, THE SAN FRANCISCO FIRE
 23 DEPARTMENT, THE SAN FRANCISCO
 FIRE COMMISSION, and THE CIVIL
 24 SERVICE COMMISSION OF SAN
 FRANCISCO,

25 Defendants.

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of confidential
3 or private information for which special protection from public disclosure and from use for any
4 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby
5 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable legal principles.
9 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
10 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and
11 General Order 62 set forth the procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3 "CONFIDENTIAL EXAM DOCUMENT" Information or Items: information
20 (regardless of how it is generated, stored or maintained) or tangible things related to the 2010 H50
21 Assistant Chief examination that qualify for protection under Federal Rule of Civil Procedure 26(c).

22 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
23 well as their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or items
25 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or
26 "CONFIDENTIAL EXAM DOCUMENT."

27 2.6 Disclosure or Discovery Material: all items or information, regardless of the
28 medium or manner in which it is generated, stored, or maintained (including, among other things,

1 testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses
2 to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
4 to the litigation who has been retained (for the purposes of this agreement “retained” does not require
5 monetary compensation) by a Party or its counsel to serve as an expert witness or as a consultant in
6 this action.

7 2.8 House Counsel: attorneys who are employees of a party to this action. House
8 Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or other
10 legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
12 action but are retained to represent or advise a party to this action and have appeared in this action on
13 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

14 2.11 Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
17 Material in this action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
20 organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
22 “CONFIDENTIAL” or "CONFIDENTIAL EXAM DOCUMENT."

23 2.15 Receiving Party: Party that receives Disclosure or Discovery Material from a
24 Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected Material (as
27 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
28 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,

1 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
2 However, the protections conferred by this Stipulation and Order do not cover the following
3 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
4 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
5 publication not involving a violation of this Order, including becoming part of the public record
6 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
9 Protected Material at trial shall be governed by a separate agreement or order.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed by this
12 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
13 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
14 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
15 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
16 limits for filing any motions or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
19 Party or Non-Party that designates information or items for protection under this Order must take care
20 to limit any such designation to specific material that qualifies under the appropriate standards. To the
21 extent it is practical to do so, the Designating Party must designate for protection only those parts of
22 material, documents, items, or oral or written communications that qualify – so that other portions of
23 the material, documents, items, or communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to
26 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber
27 or retard the case development process or to impose unnecessary expenses and burdens on other
28 parties) expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it designated for
2 protection do not qualify for protection, that Designating Party must promptly notify all other parties
3 that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
7 designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents, but
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
11 affix the "CONFIDENTIAL" or "CONFIDENTIAL EXAM DOCUMENT" legend to each page that
12 contains protected material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for inspection need
16 not designate them for protection until after the inspecting Party has indicated which material it would
17 like copied and produced. During the inspection and before the designation, all of the material made
18 available for inspection shall be deemed "CONFIDENTIAL" or "CONFIDENTIAL EXAM
19 DOCUMENT." After the inspecting Party has identified the documents it wants copied and produced,
20 the Producing Party must determine which documents, or portions thereof, qualify for protection under
21 this Order. Then, before producing the specified documents, the Producing Party must affix
22 "CONFIDENTIAL" or "CONFIDENTIAL EXAM DOCUMENT" legend to each page that contains
23 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
24 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
25 markings in the margins).

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
27 Designating Party identify on the record, before the close of the deposition, hearing, or other
28 proceeding, all protected testimony and specify the level of protection being asserted.

1 (c) for information produced in some form other than documentary and for any other
2 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
3 containers in which the information or item is stored the legend “CONFIDENTIAL” or
4 "CONFIDENTIAL EXAM DOCUMENT." If only a portion or portions of the information or item
5 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
8 to designate qualified information or items does not, standing alone, waive the Designating Party’s
9 right to secure protection under this Order for such material. Upon timely correction of a designation,
10 the Receiving Party must make reasonable efforts to assure that the material is treated in accordance
11 with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
14 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
15 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
16 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
17 confidentiality designation by electing not to mount a challenge promptly after the original designation
18 is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
20 process by providing written notice of each designation it is challenging and describing the basis for
21 each challenge. However, in cases of mass, indiscriminate, or routinized designations made in large
22 document productions, the movant need only point to a sample of such cases and the range of
23 documents they believe to be improperly designated in a mass, indiscriminate, or routinized fashion.
24 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
25 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
26 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by
27 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
28 within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the

1 basis for its belief that the confidentiality designation was not proper and must give the Designating
2 Party an opportunity to review the designated material, to reconsider the circumstances, and, if no
3 change in designation is offered, to explain the basis for the chosen designation. A Challenging Party
4 may proceed to the next stage of the challenge process only if it has engaged in this meet and confer
5 process first or establishes that the Designating Party is unwilling to participate in the meet and confer
6 process in a timely manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
8 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
9 Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if applicable)
10 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet
11 and confer process will not resolve their dispute, whichever is earlier. Each such motion must be
12 accompanied by a competent declaration affirming that the movant has complied with the meet and
13 confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make
14 such a motion including the required declaration within 21 days (or 14 days, if applicable) shall
15 automatically waive the confidentiality designation for each challenged designation. In addition, the
16 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
17 good cause for doing so, including a challenge to the designation of a deposition transcript or any
18 portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent
19 declaration affirming that the movant has complied with the meet and confer requirements imposed by
20 the preceding paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
22 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary
23 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
24 Designating Party has waived the confidentiality designation by failing to file a motion to retain
25 confidentiality as described above, all parties shall continue to afford the material in question the level
26 of protection to which it is entitled under the Producing Party's designation until the court rules on the
27 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this case only for
4 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
5 disclosed only to the categories of persons and under the conditions described in this Order. When the
6 litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below
7 (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in a
9 secure manner that ensures that access is limited to the persons authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose
12 any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Counsel and Outside Counsel of Record in this action, as
14 well as employees and interns of said Counsel and Outside Counsel of Record to whom it is
15 reasonably necessary to disclose the information for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

17 (b) the party(ies), along with officers, and directors (including House Counsel) of
18 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) experts (as defined in this Order), investigators, and consultants of the
21 Receiving Party to whom disclosure is reasonably necessary for this litigation, whether paid or unpaid,
22 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants, and
25 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom disclosure is
28 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
3 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
4 this Stipulated Protective Order.

5 (g) the author or recipient of a document containing the information or a custodian
6 or other person who otherwise possessed or knew the information.

7 (h) any individual who is the subject of any personnel information provided.

8 7.3 Disclosure of "CONFIDENTIAL EXAM DOCUMENT" Information or Items.

9 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
10 Party may disclose any information or item designated "CONFIDENTIAL EXAM DOCUMENT"
11 only to:

12 (a) the Receiving Party's Counsel and Outside Counsel of Record in this action, as
13 well as employees and interns of said Counsel and Outside Counsel of Record to whom it is
14 reasonably necessary to disclose the information for this litigation and who have signed the
15 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

16 (b) the officers and directors (including House Counsel) of the Receiving Party to
17 whom disclosure is reasonably necessary for this litigation and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (c) the Plaintiffs in this matter after signing the "Acknowledgement and Agreement
20 to be Bound" (Exhibit A). Plaintiffs may view these documents at their attorney's office or at a secure
21 room outside their attorney's office specifically designated for storage and document review in this
22 matter ("Review Location"). Plaintiff may not remove from their attorney's office or the Review
23 Location any "CONFIDENTIAL EXAM DOCUMENT," or any copy thereof. Nor may Plaintiff
24 retain any "CONFIDENTIAL EXAM DOCUMENT," or show any "CONFIDENTIAL EXAM
25 DOCUMENT" to any individual other than those allowed to view such documents as set forth in this
26 Order. However, Plaintiff may transfer documents between the Review Location and their attorney's
27 office by electronic mail, courier service, U.S. Post, or personal delivery.

1 (d) persons involved in the examination process for the 2010 H50 Assistant Chief
2 Examination, including but not limited to: scoring key committee members, answer key committee
3 members, members of the Examination Unit that created the H50 Examination, members of the San
4 Francisco Department of Human Resources involved, members of the San Francisco Fire Department
5 involved, any consultants involved, raters, assessors, proctors, Chief Hayes-White, and any employees
6 of the City and County of San Francisco involved with the examination that have not yet been
7 mentioned, after signing the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (e) non-party candidates who took the H50 Assistant Chief examination may
9 review the examination, their own answer sheets, responses, their records of scores, and the rating
10 sheets corresponding to their own answer sheets/responses after they have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A). Such review must occur at the
12 Plaintiffs' attorney's office or at the Review Location described in paragraph 7.3(c) above. Any non-
13 party candidate who engages in such a review may not photocopy, transcribe or otherwise duplicate
14 any of the reviewed materials, or remove such materials from Plaintiffs' attorney's office or the Review
15 Location, or show or discuss any such materials to any individual other than those allowed to review
16 such documents as set forth in this Order. Non-party candidates may not review any other materials
17 designated as "CONFIDENTIAL EXAM DOCUMENT";

18 (f) members of the San Francisco Fire Department who hold the rank of Assistant
19 Chief and above after they have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
20 A);

21 (g) experts (as defined in this Order), investigators, and consultants of the
22 Receiving Party to whom disclosure is reasonably necessary for this litigation, whether paid or unpaid,
23 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (h) the court and its personnel;

25 (i) court reporters and their staff, professional jury or trial consultants, and
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (j) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
5 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
6 this Stipulated Protective Order.

7 (k) the author or recipient of a document containing the information or a custodian
8 or other person who otherwise possessed or knew the information.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
10 LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that
12 compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or
13 "CONFIDENTIAL EXAM DOCUMENT" that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall include
15 a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to issue
17 in the other litigation that some or all of the material covered by the subpoena or order is subject to
18 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
20 Designating Party whose Protected Material may be affected.¹

21 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
22 court order shall not produce any information designated in this action as “CONFIDENTIAL” or
23 "CONFIDENTIAL EXAM DOCUMENT" before a determination by the court from which the
24 subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that court of its

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27 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of this
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
confidentiality interests in the court from which the subpoena or order issued.

1 confidential material – and nothing in these provisions should be construed as authorizing or
2 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

3 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
4 THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a Non-Party
6 in this action and designated as “CONFIDENTIAL” or "CONFIDENTIAL EXAM DOCUMENT."
7 Such information produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be construed as
9 prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to produce a
11 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with
12 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
17 information requested; and

18 (3) make the information requested available for inspection by the Non-Party.

19 (c) If the Non-Party fails to object or seek a protective order from this court within
20 14 days of receiving the notice and accompanying information, the Receiving Party may produce the
21 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
22 seeks a protective order, the Receiving Party shall not produce any information in its possession or
23 control that is subject to the confidentiality agreement with the Non-Party before a determination by
24 the court.² Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
25 seeking protection in this court of its Protected Material.

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27 ² The purpose of this provision is to alert the interested parties to the existence of
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its
confidentiality interests in this court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
3 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
4 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
6 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
7 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
8 Bound” that is attached hereto as Exhibit A.

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
10 MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
12 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
13 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
14 modify whatever procedure may be established in an e-discovery order that provides for production
15 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
16 parties reach an agreement on the effect of disclosure of a communication or information covered by
17 the attorney-client privilege or work product protection, the parties may incorporate their agreement in
18 the stipulated protective order submitted to the court.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
21 its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
23 no Party waives any right it otherwise would have to object to disclosing or producing any information
24 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
25 any right to object on any ground to use in evidence of any of the material covered by this Protective
26 Order.

27 12.3 Filing Protected Material. Without written permission from the Designating Party or a
28 court order secured after appropriate notice to all interested persons, a Party may not file in the public

1 record in this action any Protected Material. A Party that seeks to file under seal any Protected
2 Material must comply with Civil Local Rule 79-5 and General Order 62. Protected Material may only
3 be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material
4 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
5 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
6 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
7 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the Protected
8 Material in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the
9 court.

10 13. FINAL DISPOSITION

11 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
12 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
13 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the
15 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to
16 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
17 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
18 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the Protected Material.
20 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings; motion
21 papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition

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1 transcripts; deposition, hearing, and trial exhibits; expert reports; attorney work product; and
2 consultant and expert work product, even if such materials contain Protected Material. Any such
3 archival copies that contain or constitute Protected Material remain subject to this Protective Order as
4 set forth in Section 4 (DURATION)

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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9 DATED: November 19, 2012

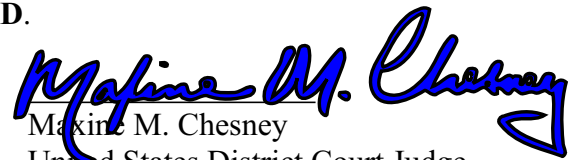
/s/ Murlene J. Randle
Law Offices of M.J. Randle
Attorneys for Plaintiff

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11 DATED: November 19, 2012

/s/ Jonathan Rolnick
Office of the City Attorney
Attorneys for Defendants

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16 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

17 DATED: ~~November __, 2012~~
18 December 3, 2012


Mafine M. Chesney
United States District Court Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United States District
Court for the Northern District of California on _____ [date] in the case of *Stevenson, et
al. v. CCSF, et al.*, Case No. C 11 4950 (MMC). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as
my California agent for service of process in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order. [the foregoing paragraph is not mandatory unless the
individual is a non-California resident]

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____